

RESOLUTION 2020-A

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 483 FOR A THREE YEAR TERM BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2021

WHEREAS, certain employees of the Town of Eatonville (“Town”) are represented by the International Brotherhood of Electrical Workers, Local No. 483 (“IBEW”); and

WHEREAS, the current Collective Bargaining Agreement between the Town and the IBEW expired on December 31, 2019; and

WHEREAS, the Town’s negotiating team has reached a Tentative Agreement with the IBEW for a new two (2) year Collective Bargaining Agreement (“CBA”) and the Town’s negotiating team has recommended that the Town Council ratify the Tentative Agreement; and

WHEREAS, the Town’s employees represented by the IBEW have ratified the new CBA; and

WHEREAS, the Town Council has reviewed the proposed CBA and finds it is in the best interests of the Town and its employees to authorize the Mayor to execute the new CBA; now, therefore;

THE COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: the Town Council hereby ratifies the tentative Collective Bargaining Agreement reached between the negotiating teams for the IBEW and the Town as attached hereto as Exhibit A and the Mayor is hereby authorized to execute the same.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 13th day of January 2020.

Mike Schaub, Mayor

ATTEST:

Miranda Doll, Town Clerk

**AGREEMENT
BY AND BETWEEN
THE
TOWN OF EATONVILLE
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 483**

JANUARY 1, 2020 THROUGH DECEMBER 31, 2021

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AGREEMENT
BY AND BETWEEN
TOWN OF EATONVILLE
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION #483

PREAMBLE

This Agreement is between the Town of Eatonville, Washington (the "Employer") and International Brotherhood of Electrical Workers, Local Union 483 (the "Union") for the purposes of setting forth the mutual understanding of the parties as to conditions of employment for those employees for whom the Town recognizes the Union as the collective bargaining representative.

ARTICLE 1TERM OF AGREEMENT

- 1.1 This Agreement shall remain in full force and effect from January 1, 2020 to and including December 31, 2021 and from year to year thereafter, provided that either party may terminate the same upon sixty (60) days written notice to the other of its desire to amend or terminate the same, provided further, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.
- 1.2 Only those Letters of Understanding attached at the end of this Agreement or those signed during the term of this Agreement shall be considered in force and subject to the provisions of the Agreement.

ARTICLE 2UNION RECOGNITION

- 2.1 Union Recognition - The Union shall be the exclusive bargaining agent in all matters of wages, hours and employment conditions in the application of this Agreement to the employees within classifications as set forth herein.
- 2.2 New Employees. The Town (employer) will inform new bargaining unit employees of the Union's exclusive representation status but will not encourage or discourage the employee to join the Union. An employee may choose to become a member of the Union at any time. An employee may also choose not to become a member of the Union. The employer agrees to supply to the Union the names of all new hires, persons entering the bargaining unit, and/or performing work covered by this Agreement within ten (10) days of the individual's start of work in the bargaining unit.
- 2.3 Dues Deductions. Upon receiving a written voluntary wage assignment authorization from an employee made through the Union, the Town shall deduct

dues from the pay of those employees covered by this Agreement. An employee may also through a wage assignment authorization form authorize the deduction of other items as may be mutually agreed upon by the Town and the Union. Deductions will be promptly transmitted to the Union by check payable to the Union. Upon issuance and transmission of a check to the Union, the Town's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the Town harmless from all claims, demands, suits or other forms of liability that may arise against the Town for or on account of any deduction made from the wages of such employee. The Town shall be obligated to honor only an authorization to deduct a specific dollar amount or formula specified in writing by either the employee or Union. The Town shall have no obligation or responsibility for verifying the amount to be deducted.

Any request by an employee to revoke authorization for the deduction of their Union dues shall be made directly to the Union by the employee. After the Town has received confirmation from the Union that the employee has revoked authorization for deductions, the Town shall end the deduction no later than the second payroll after receipt of the confirmation.

- 2.4 Notification When Outside Parties Seek Information.
The employer agrees not to challenge the Union's standing to assert privacy and/or other objections on Union members' behalf for third-party requests for information or records relating to the membership status of Union members.
- 2.5 The Town will furnish the Union a copy of the pay status of Local 483 members on a quarterly basis. It is understood that this tabulation will be used by the Union for the sole purpose of compiling the Union dues formula and that the Union will not divulge any information from this status report to any other person or agency.
- 2.6 The representative of the Union may visit the work location of employees covered by this Agreement for the purpose of investigating conditions on the job. There shall not be any interference with the duties of employees or the operations of the Town.
- 2.7 The Town recognizes and will not interfere with the right of its employees to become members of the Union and agrees there shall be no unlawful discrimination, interference, restraint or coercion by the Town against any employee because of his or her membership in the Union.

ARTICLE 3.....STRIKES AND LOCKOUTS

- 3.1 It is recognized that the Town is engaged in public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the Town and the Union.

- 3.2 The Union will not authorize a strike, work stoppage, or slowdown, and the Town will not engage in a lockout during the term of this Agreement. The Union will take every reasonable means within its power to induce employees engaged in strike, work stoppage or slowdown, in violation of this Agreement to return to work. The Union, its officers, representatives or affiliates shall not be held responsible for any strike, work stoppage, or slowdown which the Union, its officers, representatives or affiliates shall have expressly forbidden or declared in violation hereof. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance procedure and/or arbitration procedures provided for herein.

ARTICLE 4UNION STEWARD

- 4.1 The Union shall have the right to assign a steward from any work area where workers are employed under the terms of this Agreement. The steward shall see that the provisions of this Agreement are observed and with the permission of the Employer, be allowed reasonable time to perform these duties during regular working hours without loss of pay. The Town shall be furnished with the names of the steward so appointed. The Employer shall not discriminate against an employee for making a complaint or giving evidence in good faith with respect to alleged violation of any provision of the Agreement.

ARTICLE 5GRIEVANCE PROCEDURE

- 5.1 A grievance is defined as an alleged violation of a specific provision or provisions of this Agreement submitted in writing by the grieving party to the other party within thirty (30) calendar days of the alleged violation. Anytime the Union or Employer have knowledge of a grievance they will contact the other party to make them aware of the situation.
- 5.2 Minor grievances shall be considered and may be settled at the lowest possible level. The grieving employee shall contact the immediate supervisor in order to resolve grievances at the lowest possible level. The supervisor shall inform administration and work with them to respond to the grievant within (5) five calendar days. If the answer given by the employee's supervisor is not satisfactory, the employee shall appeal the grievance in the following manner:
- 5.2.1 Step 1 - The employee (or union representative) shall within five (5) calendar days of the supervisor's response present the grievance to the appropriate department manager and forward a copy of the grievance to the Union. All grievances shall be reduced to writing specifying section or sections of this Agreement that are alleged to have been violated, an explanation of the violation, all relevant facts, names of witness, if any, and the proposed remedy or remedies. The department manager shall respond to the grievance in writing within ten (10) calendar days.

- 5.2.2 Step 2 - If the employee is not satisfied with the response, then within ten (10) calendar days of receipt of the department manager's answer, the employee (or union representative) will forward the grievance to the Mayor. The Mayor will, within ten (10) calendar days, render to the employee a decision, either affirming or denying the grievance in writing.
- 5.2.3 Step 3 - The Union may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The parties agree that a mutually agreed to single arbitrator shall be used for arbitration. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Mayor's decision. The parties agree that the Union will request that PERC appoint an arbitrator from staff. The Union shall submit its request to PERC within ten (10) calendar days of the Union's notice of intent to arbitrate. The Employer and the Union may request a specific arbitrator, provided that both parties mutually agree in writing and present such written agreement to PERC along with the request. Neither party shall unilaterally request a specific arbitrator. The arbitrator shall render a written decision which shall be final and binding on all parties. The arbitrator shall have no power to alter, amend or change the terms or conditions of this Agreement. The expenses and fees incumbent to the services of the Arbitrator shall be shared equally by the parties.
- 5.2.4 Election of Remedy - In no event may the Union/employee receive an arbitration hearing and a hearing under the Eatonville Civil Service Commission's appeal procedures regarding the same grievance, issue or matter. The Union, on behalf of the employee, must elect a remedy i.e., either pursuing arbitration under this Article 5 or pursuing an appeal before the Eatonville Civil Service Commission (within the timeframes and guidelines established by the Civil Service Commission's rules). An employee may also elect to submit his/her grievance to Eatonville's Civil Service Commission pursuant to its timeframes and guidelines. Submission of a matter to the Eatonville Civil Service Commission (by either the Union or the employee) constitutes an election of remedies and irrevocably waives the right to pursue the matter through the arbitration process. Similarly, the submission of a matter to the arbitration process constitutes election of remedies and irrevocably waives the right to pursue the matter through the Eatonville Civil Service Commission.
- 5.3 The time limitations in this Article may be adjusted by mutual agreement in writing between the Union and the Employer.

ARTICLE 6.....DISCIPLINARY PROCEDURE

6 Discipline Process

- 6.1 Discipline For Cause. Employees may be disciplined or discharged for just cause.

- 6.2 Representation. The Employee shall be entitled to have a Union representative present at any meeting held with the Employer to discuss potential disciplinary action.
- 6.3 Notice to Union. When a documented verbal warning is to be placed in the Employee's personnel file, the Union will be notified verbally. The Employer will send a copy, within two (2) working days, of any further progressive disciplinary action towards the Employee.
- 6.4 Pre-disciplinary Hearing. At the request of the Employee, the Employer will hold a pre-disciplinary hearing within ten (10) working days from the time the Employee was notified in writing of an intent to suspend or terminate. At this hearing, the Employee will be given an opportunity to present his/her side of the issue.
- 6.5 Documentation. No later than five (5) working days prior to the pre-disciplinary hearing, the Employer shall make available to the Employee and the Employee's Union representative, with the Employee's authorization, a copy of all documents relevant to the alleged violation the Employer has in his/her possession.
- 6.6 Suspension Prior to Final Disciplinary Action. The Employer may suspend an Employee with pay or without pay pending the decision as to the appropriate discipline resulting from the pre-disciplinary hearing.
- 6.7 File Inspection. The Employee and the Employee's Union representative, with the Employee's authorization, shall have the right to inspect the contents of the personnel file maintained by the Employer.
- 6.8 Employee Comments on Written Discipline. No disciplinary document may be placed in the personnel file without the Employee having been notified of said document and given a copy. The Employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document. An Employee who disagrees with the content of any letter of reprimand added to the personnel file shall have the opportunity to place a response statement in the personnel file; however, letters of reprimand shall not be subject to the grievance procedure. The Employer may file a response to the Employee's statement.
- 6.9 Grievance Procedure. A suspension of more than two (2) days, a dismissal or a disciplinary reduction in rank or pay may be processed under the grievance procedure of the Agreement.

ARTICLE 7 SENIORITY

- 7.1 Definition - Seniority shall be defined as the length of continuous service with the Town of Eatonville. Where there is more than one incumbent in a classification, seniority within classification shall determine seniority for all matters that specify

seniority as a determinant of the application of any benefit that pertains to that classification.

- 7.2 Current employees as of the date of signing of this Agreement shall have their aggregate continuous service with the Town of Eatonville grandfathered for the purposes of initially defining their seniority under this Agreement.
- 7.3 The Employer, through the proper supervisor, may detail an employee in the Utilities Department temporarily to any job within the Utilities group with the exception of any job which requires a special certification that the employee does not possess, but such assignments or detailing shall not supersede other provisions of this Agreement. An employee so detailed may, without prejudice, refuse in writing a job he/she feels is beyond his/her capacity.
- 7.4 Training: When selecting personnel for training, consideration will be given to seniority if all other factors are equal.

ARTICLE 8.....VACATION LEAVE

8.1 Regular full time employees shall receive the following vacation leave:

Years of Service	Days/Hours of Vacation Leave
0- 5	12 - 96
6-10	15 - 120
11-15	17 - 136
16-20	20 - 160
21+	21 - 168

- 8.2 Vacation leave may not be taken without the prior approval of the proper authority and may not be taken in the pay period in which it was earned. Vacation leave shall be scheduled so as to meet the operating requirements of the Town and, as far as practicable, the preferences of the employees.
- 8.3 Assignments of vacations shall be based on aggregate seniority, within classification where applicable. The employee shall schedule his/her vacation 30 days in advance, however a shorter timeline may be mutually agreed to by the employer and the employee. Employees are required to schedule vacation so that accruals do not exceed 240 hours at the end of the year. If the employer cancels the employee's vacation then the employee will be paid for excess vacation hours over the 240 maximum accrual. Pay outs will be in January of the next year.
- 8.4 The appropriate accrual shall be credited for each pay period in which the employee is in a paid status. Vacation accruals based on tenure shall be credited for the pay period in which the employee's hire date anniversary falls. Permanent part-time employees shall accrue vacation at a pro rated ratio equivalent to their

weekly hours worked divided by forty (40), for each week worked during a pay period.

- 8.5 Each full-time employee shall be entitled to accrue unused vacation leave not to exceed a maximum of two hundred and forty (240) hours. All vacation leave shall be taken at a time mutually agreeable between the employee and the Employer.
- 8.6 Employees who have accrued over 160 hours of vacation leave may voluntarily donate some of their excess accrued vacation leave to another employee who is in an emergency medical situation and has exhausted his or her accrued paid leave. Donation of vacation leave cannot reduce the donating employee's accrued leave balance below 160 hours. The maximum annual donation from any one employee is 320 hours. The maximum annual donation to any one employee cannot exceed the equivalent of eight (8) work weeks of leave. Recipients of donated vacation leave shall be in accordance with the established Sick Leave Donation Policy of the Employer.

ARTICLE 9.....SICK LEAVE

- 9.1 Sick leave with pay shall be as provided as follows:
- 9.2 Regular full-time employees shall accrue sick leave at the rate of eight (8) hours for each calendar month of service (twelve (12) days per year) in which he/she has regular time for which regular pay will be received. A maximum of eight hundred (800) hours of sick leave may be carried over to the next calendar year. Permanent part-time employees shall accrue sick leave at a ratio equivalent to the number of hours worked divided by the total number of regular work hours available in the pay period.
- 9.3 If a regular or part-time employee is terminated or leaves the service of the employer for any reason, the Employer shall pay twenty percent (20%) of the employee's accrued sick leave on a maximum accrual of four hundred eighty (480) hours. Maximum pay off shall be ninety-six (96) hours.
- 9.4 Sick leave earned shall be credited to an employee's accruals after completion of each pay period and may not be used in the pay period earned.
- 9.5 Eligible employees shall be allowed to take unpaid, job-protected, leave under the Family Medical Leave Act (FMLA) in accordance with Employer Policy 8.4.
- 9.6 Temporary and on call employees shall accrue sick leave at the rate of one (1) hour for every forty (40) hours worked. A maximum of forty (40) hours of sick leave may be carried over to the next calendar year. Sick leave in excess of forty (40) hours will be lost every January 1st.

ARTICLE 10.....BEREAVEMENT LEAVE

- 10.1 An employee shall be entitled to up to three (3) days of employer paid bereavement leave upon the death of a family member. Family members shall be defined as:
- a father, mother, spouse or domestic partner
 - the father or mother of a spouse or domestic partner
 - a brother or sister and the brother or sister of a spouse or domestic partner
 - a child or step child, ward or child by adoption

ARTICLE 11HEALTH AND WELFARE

- 11.1 Medical - The Employer shall make the following contributions towards the employees' medial insurance premiums:
- 11.2 Effective January 1, 2020, for the remainder of the Agreement term, the Employer shall pay ninety-five percent (95%) of the employee's medical insurance premium and eighty-five percent (85%) of the best available AWC medical insurance healthcare plan premium for the employee's spouse and dependents. The employee shall pay the remaining five percent (5%) of their medical insurance premium and the remaining fifteen percent (15%) of the medical insurance premium for his/her respective spouse and dependents through a payroll deduction.
- 11.3 Dental - The Employer shall pay one hundred (100%) percent of the employee, spouse and dependents' dental premiums.
- 11.4 Life - The Employer shall pay one hundred (100%) percent of the life insurance premiums. The life insurance survivor benefits shall be \$40,000.
- 11.5 Employee Assistance Plan - The Employer shall pay one hundred percent (100%) of the premiums for the employee assistance plan.
- 11.6 Vision - The Employer shall pay one hundred percent (100%) of the vision plan premiums.
- 11.7 Health care shall be defined as: medical, dental, life, employee assistance plan and vision coverage.
- 11.8 The medical, dental, life, employee assistance plan, and vision coverage shall be:
- Medical - One of the following two (2) options:
1. Best available AWC plan for term of the Agreement.
 2. Kaiser \$10 copay (HMO)

Dental - AWC Washington Dental Service Plan B

Life - AWC States West Life, Basic Life

Employee Assistance Program, Basic Plan

VSP Vision Service Plan

11.9 The employee shall have deducted from his or her paycheck those employee contributions required by state and federal law.

11.10 Employees shall have the option of changing between the insurance plans set forth above during the annual open enrollment period, subject to the terms and conditions imposed by the plan providers.

11.11 Employee Opt Out of Medical Insurance

Subject to any applicable legal restrictions and/or restrictions imposed by the Employer's medical insurance providers, an employee may choose to opt out of the Employer provided medical insurance set forth above in this Article 11. Any employee choosing to opt out of the Employer provided medical insurance shall receive \$250 (gross taxable income) per month in regular wages. To be eligible to opt out of the subject medical insurance the employee shall be required to: (i) provide the Employer with written proof of alternative medical insurance coverage; and (ii) notify the Employer in writing if he/she should lose their alternative medical coverage. Employees shall be permitted to opt out of the Employer provided medical insurance upon the final execution of this Agreement by all parties.

ARTICLE 12.....HOLIDAYS

12.1 The following shall be recognized as paid holidays for all regular full time employees covered under this Agreement:

New Years Day (Jan. 1)	Veterans Day (Nov. 11)
Martin Luther King Day (3rd Mon. in Jan.)	Thanksgiving Day (4th Thurs. in Nov.)
Presidents Day (3rd Mon. in Feb.)	The day immediately following Thanksgiving
Memorial Day (Last Mon. in May)	Christmas Day (Dec. 25)
Fourth of July	Two (2) floating holidays to be scheduled based on mutual agreement
Labor Day (1st Mon. in Sept.)	

12.2 A holiday falling on Saturday shall be observed on the preceding Friday. A holiday falling on Sunday shall be observed on the following Monday.

12.3 Religious Holidays - If an employee's religious beliefs require observance of a holiday not included in the holiday schedule, the employee may, with approval of

the appropriate department manager, take the day off using vacation, compensatory time, or leave without pay.

12.4 Holidays – Police:

- A. Each Officer shall accrue, in lieu of the twelve paid holidays enumerated in this Agreement, one hundred twenty hours of holiday furlough time which may be used within the year it is earned, provided however the November and December holiday furlough time, may be carried over into the next year. The maximum furlough carry over will be 30 hours if Thanksgiving and Christmas are not worked. If Thanksgiving and Christmas are worked the maximum furlough carry over will be 75 hours.
- B. Compensatory time will be scheduled per the preferences of the employees as much as practicable, and will be paid days off. Should the Town grant additional holidays to employees covered under this Agreement, the number of holidays accrued shall be increased accordingly.
- C. Officers who work on Christmas Day, July 4, New Years Day, Thanksgiving Day and Labor Day will be paid, in addition to accruing a holiday one and one half (1-1/2) times the straight time rate for all hours worked. Holidays shall accrue on the last day of the month in which they occur. Furlough days shall count as hours worked for the purpose of calculating overtime.

12.5 Holidays – Water/Wastewater Personnel

Water/Wastewater Personnel that are required to work for Water/Wastewater testing on observed Town holidays shall be allowed to accrue furlough hours equal to the amount of hours that they work on the holiday. Employees shall be allowed to accrue a maximum of twenty-four (24) hours in one (1) year. The maximum furlough carry over will be eight (8) hours.

ARTICLE 13.....SELECTION OF PERSONNEL

- 13.1 In selecting personnel for regular positions, the Town will abide by the rules and regulations set forth below:
- 13.2 Upon deciding that a position is to be created or a vacancy filled, the Town will post the position in the Town Clerks Office for a period of five (5) working days. This may run concurrent with public outreach if agreed to by the Union.
- 13.3 If, after posting the vacancy or newly created position as described in (a.) Above, there still remains a vacancy, the Town will advertise the vacancy. Qualified applicants will then be screened by an Employer board, and a list of finalists for each vacancy will be selected from among the eligible applicants, and invited for an interview.

- 13.4 Whenever a regular, permanent position becomes available, employees may apply for said position prior to that position being advertised to outside applicants. Employee seniority, experience; and qualifications will be considered for appointment to the position, if he/she possesses the necessary qualifications to perform the duties of the job. If all qualifications are equal, then seniority shall be the deciding factor when filling positions within the Town.
- 13.5 The filling of any temporary vacancy or position which receives greater remuneration shall be considered a temporary promotion. If the Employer decides to fill said vacancy, such vacancies shall be filled in the following manner: The employee in the next in-line lower classification who possesses the specific job skills in the work unit shall be considered a temporary promotion, and increased pay for the temporary promotion shall be not less than 5% more than the employee's current monthly rate of pay.

ARTICLE 14.....NON-DISCRIMINATION

- 14.1 Pursuant to RCW 41.56 there shall be no unlawful discrimination against union members, union officers, or union activity.
- 14.2 It is mutually agreed that there shall be no unlawful discrimination because of race, color, religion, sex, age, marital status, national origin or physical, mental or sensory handicaps that do not prevent proper performance of the job, unless based upon a bona fide occupational qualification. The Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Furthermore, employees who feel they have been unlawfully discriminated against shall be encouraged to use the grievance procedure set up under this Agreement prior to seeking relief through other channels. Whenever words denoting the masculine gender are used, they are intended to apply equally to either gender.
- 14.3 The Employer shall comply with Washington state law, Whistleblower Act, as now written or hereafter amended.
- 14.4 It is mutually agreed that there shall be no sexual harassment, or other unlawful harassment, directed at any worker for any reason.

ARTICLE 15.....SAFETY RULES

- 15.1 The Employer shall comply with federal, state or local statutes and regulations regarding worker safety, as now written or hereafter amended.
- 15.2 In the interest of safety, when a crew supervisor is absent from the job site for over two hours, a temporary appointment (subject to the approval of the employer) shall be made from the next lower classification and shall receive a

C) Arrange for the transportation of the employee(s) to the test site and away from the workplace when testing is complete. The employee(s) should be transported by the initiators of the test request.

4. Refusal by an employee to take the drug/alcohol test may result in disciplinary action up to and including termination.

ARTICLE 16.....HOURS OF WORK AND OVERTIME

16.1 Work Week Defined - Police - The work week shall consist of forty hours (40) during a recurring period of seven consecutive days. The Employer may change the shift schedule, provided the employees are given seven (7) calendar days notice. The seven-day notice shall not be required in the event of an emergency. Seniority shall prevail in determining shifts.

16.2 Work Week Defined - Other - The normal work week for full-time employees shall consist of forty (40) hours within the designated work week. The normal work week is defined as five (5) consecutive days Monday through Friday.

- A. Normal work hours are eight (8) consecutive hours between the hours of 8:30 a.m. and 5:00 p.m. Alternative start times are permitted by mutual agreement between the employee and management with notification to the Union.
- B. Alternative work schedules of four (4) tens or nine (9) eighty shifts may be offered in accordance with the Fair Labor Standards Act (FLSA). In the event the employee works an alternate schedule the normal hours of work will be scheduled between 7:00 a.m. and 5:30 p.m.
- C. Employees shall have a meal period of thirty (30) minutes unpaid and two (2) fifteen (15) minute breaks on paid time. Town Hall staff shall also have the option of having a one (1) hour unpaid lunch between 11:30 a.m. to 1:00 p.m. by starting their work day at 8:00 a.m. This will not impact the hours of operation of the Town. This schedule is optional and at the mutual agreement of the employer and employee. Either party can elect to revert back to the 8:30 a.m. to 5:00 p.m. (30 minute lunch) shift.

The meal times shall be at 12:00 noon or at an equivalent time for alternate shifts.

The morning break shall be at approximately the mid-point between the start of the employee's shift and lunch.

The afternoon break shall be at the approximately the mid-point between the employee's lunch break the end of the employee's shift.

16.3 Overtime:

A. All time worked in excess of the established workweek shall be paid at one and one-half times the employee's regular straight time hourly rate of pay. However, at the employee's request and with supervisory approval, compensatory time may be substituted for cash payment at the appropriate overtime rate. All use of compensatory time shall be in compliance with the FLSA or qualify for its exemptions. The Employer shall attempt to distribute overtime hours in an equitable manner. For the purpose of this section, sick leave, vacation, and compensatory time shall be considered time worked for the purpose of calculating overtime.

B. Double Time: All emergency work performed on Sunday, the Sunday equivalent or on a holiday shall be paid at the overtime rate of two (2) times the regular straight time hourly rate of pay when worked during unscheduled overtime situations.

16.4 Call-Back:

A. An employee who is called back to duty shall receive a minimum of two (2) hours at one-and-one-half time the employee's regular straight time rate of pay unless the employee is called back to work less than two (2) hours before the beginning of their regular shift, or continues working after their regular shift.

B. The employer shall pay the Internal Revenue Service mileage reimbursement standard for all travel to and from any court in which the employee is required to testify on behalf of the Town.

16.5 Meal Allowance: When an employee works in excess of twelve (12) consecutive hours, they shall be granted a meal at the rate of eighteen dollars (\$18.00) for breakfast, eighteen dollars (\$18.00) for lunch and twenty-eight dollars (\$28.00) for dinner. Meal allowances shall be paid at four (4) hour intervals after the initial twelve (12) consecutive hours of work. The meal allowance shall be paid on a claims run or petty cash when available.

16.6 Pay Period - If a payday falls on a holiday, the payday shall be the preceding workday. If the preceding workday is also a holiday, the payday shall be the next preceding work day.

16.7 In the event a discrepancy should occur in an employee's paycheck, the Town shall forthwith take steps to adjust the error, which in most instances will be reflected in the check of the next pay period.

16.8 Jury Duty and Witness Service: Under the following circumstances employees will receive full pay and benefits and shall retain all seniority rights. However, any jury or witness fees received by the employee must be endorsed or paid to the Employer. In the event an employee appears in court as the plaintiff or defendant in any action that does not relate to their employment with the Town of Eatonville, full wages and benefits shall not be paid under this Article. Vacation or compensatory time must be used.

- Employees who are called to serve on a jury.
- Employees who are subpoenaed as a witness in any matter related to their employment with the Town of Eatonville.

ARTICLE 17 UNIFORM EQUIPMENT / POLICE

17.1 The Employer shall provide new officers the following uniform and equipment items upon hire:

- Two (2) pairs of trousers
- Two (2) short sleeve shirts
- One (1) long sleeve shirt
- One (1) tie
- One (1) jacket
- Required Washington State Criminal Justice Training Commission uniforms.

Upon completion of their probation, employees will be authorized to wear a department jumpsuit and/or external vest carrier. All uniform expenses shall be paid for by the Town. Should an employee not complete his or her probation period for any reason or should any permanent employee leave Town service, then they shall be required to return to the Employer all uniforms and equipment provided by the Town.

All permanent (non-probationary) employees shall be provided by the Town a jumpsuit at a minimum of every twenty-four (24) months after inspection by the Chief. On an alternating twenty-four (24) month schedule the Town will provide the employee with a department authorized uniform after inspection of the current uniform by the Chief. The Chief shall have the authority to grant the purchase of a jumpsuit or uniform outside of the twenty-four (24) month schedule at his or her discretion if the need arises. All other equipment will be provided by the Town.

17.2 The proper uniform shall consist of such items of apparel as may be determined by the Chief of Police for Police employees. The Chief shall have the authority to issue, modify, or rescind such directives. Any costs associated with changes mandated by the respective Chief shall be paid by the Employer without debit to the employee's uniform and equipment reimbursement.

- 17.3 All uniforms and equipment issued to the employee for which the employee received a reimbursement shall be considered the property of the Employer and shall be returned upon termination of employment. The employees shall be required to take reasonable care of all equipment and uniforms. The cost of any such uniforms or equipment not returned to the Employer upon separation of employment and/or returned to the Employer in damaged condition (reasonable wear and tear excepted) shall be either paid by the employee or deducted from the employee's final paycheck.
- 17.4 In the event an employee's uniforms or Employer-approved equipment are damaged in the line of duty, such shall be replaced or repaired by the Employer. Items lost or damaged due to negligence shall be replaced promptly by the employee.
- 17.5 Service weapons and ammunition are provided by the Town. Upon approval of the Chief, employees may use a personal weapon while on duty. If a personal weapon is approved and used in the line of service, the employee is responsible for all maintenance of the personal weapon. In addition to the Employer supplied ammunition provided for semi-annual proficiency, the Employer shall provide two hundred and fifty (250) rounds of ammunition each year, to be used as practice ammunition.

ARTICLE 18.....SAFETY EQUIPMENT

- 18.1 The Employer shall purchase and maintain the following equipment:

- Hard Hats
- Rain Gear
- Rubber Gloves
- Eye Protection
- Hearing Protection
- Flash Resistant (FR) apparel as required (The Town and the Union will work together to develop an FR clothing policy).

Linemen are entitled to reimbursement for one (1) pair of line repairer quality boots every twenty-four (24) months. The Employer's obligation to reimburse an employee for said boots shall not exceed \$375.00 per twenty-four (24) month period. The Employee shall provide a copy of the receipt for this reimbursement to the Employer.

- 18.2 Footwear Reimbursement

A. Regular employees in field classifications (excluding Linemen) shall be eligible for a \$115.00 reimbursement every twelve (12) months for the purchase of appropriate footwear. Descriptions of appropriate footwear are available from the Employee's supervisor. Appropriate footwear must be worn at all times while on duty as per WAC 296-800-16060. The Employee shall provide a copy of the receipt for his/her footwear purchase to the Employer for reimbursement.

B. New hires shall receive the applicable reimbursement described above in this Article 18 one (1) month after completing their six (6) month probationary period.

C. Upon separation of employment, employees are required to return safety equipment to their supervisor.

ARTICLE 19.....WAGES

19.1 All work performed shall be compensated for as provided in this Agreement. Any modification of such compensation must be a result of mutual consent between the Union and Management and will be binding on both parties; provided that any such modification is subject to the approval of the Town Council.

19.2 Subsequent to the effective date of this Agreement, job descriptions for all classifications covered by this Agreement will be created, specifying job duties and scope. Lineman/Utilityman shall be titled Journey Line Electrician, and Lineman/Laborer shall be titled Apprentice Line Electrician.

19.3 The Grades for the following positions shall be as follows:

Effective January 1, 2020, the following wage Grades will be in effect:

<u>CLASSIFICATION</u>	<u>GRADE</u>
Meter Reader	14
Laborer III	5
Office Assistant/Cemetery	15
Utility Clerk	18
Police Assistant to Chief/Records Manager	18
Planning & Building Admin.	18
Assistant Planner	15
Water/Sewer Operator 2	24
Water/Sewer Trainee	16
Water/Sewer Utility Assistant	14
Apprentice Line Electrician	20

Water/Sewer Worker Operator 1	20
Parks Lead/Meter Reader/Cemetery/Storm Maintenance Worker	14
Building Official	20
Police Officer	22
Journey Line Electrician	25
Water/Sewer Superintendent	27
Light Superintendent	27
Police Sergeant	24
Police Officer Probation	20
Part-time Janitor	12
Public Works Skilled Laborer	17

The two Water/Sewer Trainees that are currently at a Grade 18 will remain at that grade and not be reclassified at the lower Grade.

- 19.4 Effective January 1, 2020, the following wage adjustments shall be in effect.
 - 19.4.1 Effective January 1, 2020, all employees covered by this Agreement shall receive a COLA of one percent (1%) wage increase over their 2019 base rate of pay
 - 19.4.2 Effective January 1, 2021, all employees covered by this Agreement shall receive a wage increase over their 2020 base rate of pay based upon negotiations from a wage only opener for 2021.
- 19.5 The straight time hourly rate of pay shall be determined by dividing the monthly rate of pay by 173.3 hours.
- 19.6 Advancement through the step program shall be based on satisfactory performance and time in step. The date of hire shall be the anniversary date for step increases.
- 19.7 The Employer shall reimburse all bargaining unit members for the cost incurred to obtain and maintain Employer required certifications or licensing fees. These costs shall include physical examinations performed as a requirement of the licensing or certification process. The Employer will negotiate with a local healthcare provider in order to provide CDL physicals to the employee free of charge.
- 19.8 Police, Light Superintendent, Water/Sewer Superintendent and Water/Sewer Operator Lead shall be the only authorized positions to take vehicles home. Employees must compensate the IRS for values of trips.

ARTICLE 20.....LONGEVITY

20.1 Longevity pay shall be provided to eligible employees. Such compensation shall be paid for all hours worked as a percentage in addition to their applicable hourly rate of compensation beginning on the employee's date of hire anniversary corresponding with the table below.

- 2.0% of base pay with aggregate service of 5 through 8 years
- 3.0% of base pay with aggregate service of 9 through 12 years
- 4.0% of base pay with aggregate service of 13 through 16 years
- 5.0% of base pay with aggregate service of 17 or more years

ARTICLE 21MANAGEMENT RIGHTS

21.1 Customary Functions — within the guidelines of this Agreement, the Employer shall have the exclusive right to manage the functions of all Town operations/facilities and direct the bargaining unit employees covered by this Agreement. These rights include, but are not limited to, the right to plan, direct and control operations; to determine the services to be performed by the bargaining unit employees; to establish and maintain productivity and quality standards; to schedule the working hours; to hire, promote, and transfer; to suspend, discipline or discharge. The Employer shall also have the exclusive right to relieve employees because of lack of work or for other legitimate reasons; to introduce new and improved work methods, materials or facilities; or to change existing work methods, material or facilities.

ARTICLE 22EMPLOYEES DEFINED

22.1 A full-time regular employee shall be a person regularly scheduled to work forty (40) hours or more per designated work week who has successfully completed his or her probationary period.

22.2 A part-time regular employee shall be a person regularly scheduled to work less than two thousand and eighty (2080) hours per year, inclusive of paid leaves, and who has successfully completed his or her probationary period, and receives benefits pro-rata based on the number of hours worked.

22.3 The probationary period for non-civil service employees shall be (6) six months. The probationary period for new civil service employees shall be one (1) year from their respective date of hire or graduation from their applicable academy, whichever is later (lateral hires shall serve a one (1) year probationary period from their date of hire). Employees who are on probation may not appeal disciplinary action or discharge, but may request a review from the Mayor.

22.4 An employee assigned or promoted to a position, who has had no previous experience, shall be given a reasonable break-in period.

22.5 Temporary Position Defined - A temporary position shall be defined as one which is less than a year in duration and does not recur from year to year and does not receive benefits. Positions which are not full-time, but which recur from year to year shall be considered permanent part-time positions and shall be subject to the hiring guidelines for permanent positions and prorated benefits that accrue to permanent full-time employees. Situations which the Town deems as requiring special hiring considerations shall be negotiated with the Union on a case-by-case basis.

ARTICLE 23.....LAYOFFS AND RECLASSIFICATION FOR NON CIVIL SERVICE

23.1 In the event of overall staff reduction, the employer shall first layoff the following classifications within the following order: temporary employees, probationary employees, part-time employees. With respect to the lay-off of regular full-time employees, the Employer shall consider the seniority of the employees, their job performance and ability to work, their total employment history including performance, attendance and other special matters in reference to their work, in determining the staff reduction.

23.2 Recall— Laid off or Reclassified employees shall be recalled strictly on the basis of seniority to any previously held classification if a vacancy occurs.

23.3 A laid off or reclassified employee with one (1) year of service but less than three (3) years of service, who is not recalled within one year shall lose recall rights.

23.4 A laid off or reclassified employee with three (3) or more years of service who is not recalled within three (3) years shall lose recall rights.

23.5 When an employee is on layoff and a job opening occurs within the Town, the laid off employee, if qualified for minimum job requirements, shall have the opportunity to compete for such job.

ARTICLE 24.....SEVERABILITY

24.1 Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect. The parties agree to immediately re-negotiate any part or provisions in this Agreement rendered or declared invalid.

ARTICLE 25.....LABOR MANAGEMENT

25.1 Labor Management – The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union agree that no more than three (3) duly authorized employee representatives of the Union shall function as one-half (1/2) of a Labor-Management Committee, the other half being no more than three (3) certain representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.

Should the Union and Employer mutually agree to change, add, or delete any provision of this agreement, such change shall be set forth in an Appendix to the Agreement.

Town of Eatonville
Effective January 1, 2020
1% COLA

Range	Step A 00-06 Mo	Step B 07-12 Mo	Step C 13-24 Mo	Step D 25-36 Mo	Step E 37-48 Mo	Step F 49+
1	2,718	2,788	2,860	2,933	3,011	3,089
2	2,788	2,860	2,933	3,011	3,089	3,171
3	2,860	2,933	3,011	3,089	3,171	3,253
4	2,933	3,011	3,089	3,171	3,253	3,339
5	3,011	3,089	3,171	3,253	3,339	3,427
6	3,089	3,171	3,253	3,339	3,427	3,521
7	3,171	3,253	3,339	3,427	3,521	3,613
8	3,253	3,339	3,427	3,521	3,613	3,711
9	3,339	3,427	3,521	3,613	3,711	3,811
10	3,427	3,521	3,613	3,711	3,811	3,913
11	3,521	3,613	3,711	3,811	3,913	4,019
12	3,613	3,711	3,811	3,913	4,019	4,128
13	3,711	3,811	3,913	4,019	4,128	4,241
14	3,811	3,913	4,019	4,128	4,241	4,356
15	3,913	4,019	4,128	4,241	4,356	4,475
16	4,019	4,128	4,241	4,356	4,475	4,597
17	4,128	4,241	4,356	4,475	4,597	4,729
18	4,241	4,356	4,475	4,597	4,729	4,853
19	4,356	4,475	4,597	4,729	4,853	4,987
20	4,475	4,597	4,729	4,853	4,987	5,127
21	4,597	4,729	4,853	4,987	5,127	5,267

22	4,729	4,853	4,987	5,127	5,267	5,415
23	4,853	4,987	5,127	5,267	5,415	5,566
24	4,987	5,127	5,267	5,415	5,566	5,719
25	5,127	5,267	5,415	5,566	5,719	5,879
26	5,267	5,415	5,566	5,719	5,879	6,043
27	5,415	5,566	5,719	5,879	6,043	6,212

Executed in multiple copies this.

TOWN OF EATONVILLE

IBEW, LOCAL 483

Michael Schaub, Mayor

Alice A. Phillips, Business Manager

LETTER OF UNDERSTANDING

Between

THE TOWN OF EATONVILLE

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 483

This letter of understanding is entered into pursuant to Section 1.1 of the Collective Bargaining Agreement (“CBA”) between the Town of Eatonville (“Town” or “Employer”) and the International Brotherhood of Electrical Workers, Local 483 (“Union”) as it relates to the position of Water/Wastewater Operator II held by Mr. Mike Tiller.

The Union and Employer have bargained the decision and impacts of this employment decision and have come to the following agreement:

Mr. Tiller will be classified as a part-time regular employee under Article 22.2 of the CBA, and shall not work in excess of 800 hours per calendar year (January 1 to December 31). His hourly wage shall be \$32.67. This amount shall increase along with the wage increase as set forth in Art. 19 of the CBA. The Town shall not be obligated to pay for any other benefits normally afforded to members of the Union, including but not limited to, health and dental insurance.

Mr. Tiller will remain a member of the Union. Mr. Tiller shall accrue sick leave at the rate of one (1) hours for every forty (40) hours worked prorated per pay period. No vacation will be accrued. There shall no be payout of sick leave upon termination.

The term of this LOU shall be until December 31, 2022 or until the Town employs an employee with the appropriate certifications to be designated “Operator in Charge” per WAC 246.292.050 for Water and RCW 709.5B.030 for Wastewater along with field work experience to address emergency situations.

Any provisions in the CBA between the Town and the Union not mentioned in this LOU shall remain in full force and effect.

This LOU shall bind the Town of Eatonville only after authorized by the signature of the Mayor and the Union Business Manager.

Michael Schaub, Mayor

Alice A. Phillips, Business Manager

LETTER OF UNDERSTANDING

Between

THE TOWN OF EATONVILLE

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 483

This letter of understanding is entered into pursuant to Section 1.1 of the Collective Bargaining Agreement (“CBA”) between the Town of Eatonville (“Town” or “Employer”) and the International Brotherhood of Electrical Workers, Local 483 (“Union”) as it relates to the position of Seasonal Part-time Parks Worker.

The Union and Employer have bargained the decision and impacts of this employment decision and have come to the following agreement:

The intent of this position is to offer a temporary position to gain experience working for a municipality. The employee shall change from year to year. This temporary position shall not last longer than ninety (90) calendar days.

The season part time-parks worker will not be a member of the Union, will earn no vacation time and will earn sick time at a rate of one (1) hours for every forty (40) hours worked prorated per pay period. No vacation will be accrued. There shall be no be payout of sick leave upon termination.

The rate of pay for this position shall be no less than 10% above minimum wage. The actual wage will be decided on by the employer year to year.

The term of this LOU shall be for the duration of the 2020-2022 CBA.

Any provisions in the CBA between the Town and the Union not mentioned in this LOU shall remain in full force and effect.

This LOU shall bind the Town of Eatonville only after authorized by the signature of the Mayor and the Union Business Manager.

Michael Schaub, Mayor

Alice A. Phillips, Business Manager